

226 South Main
PO Box 289
Rugby, North Dakota 58368-0289
701 776-5223
800 257-4044
www.otpc.com

September 16, 2013

Illona Jeffcoat-Sacco
Executive Secretary
ND Public Service Commission
State Capitol
Bismarck, ND 58505



Dear Illona:

Attached to this e-mail is an application for Order and Certificate to Extend Service to Jim Kirkeide's new field drain tile pump located near Cathay, ND, in the SE 1/4 of Section 8, Township 147-N, Range 69-W of Wells County. It is our understanding Northern Plains Electric Cooperative does not object to having us serve this new load as our electrical facilities are closer.

Please send all correspondence in reference to Fergus Falls, MN, Attention: Bruce Gerhardson, Legal Department, and to Dennis Ellefson, PO Box 2220, Jamestown, ND 58402, with a copy to me. Thank you.

Yours truly,

Ron Montonye
Operations Manager

Attch.

CC: John Hamre, ND PSC
Bruce Gerhardson, Legal Dept. – OTP
Ron Spangler, Regulatory Dept. – OTP
Dennis Ellefson, Area Manager - OTP

Before the Public Service Commission
State of North Dakota
Case No. _____

In the Matter of the Application of Otter Tail
Power Company for an Order and Certificate
To Extend Service to
Field Tile Pump#1 for Jim Kirkeide

at the Location Stated Herein
Rural Fessenden ND
APPEARANCE BY CUSTOMER

Jim Kirkeide, (hereinafter referred to as the Customer)
hereby makes a voluntary appearance in this matter and states the following to the Commission:

I.

Customer desires electric service from Otter Tail Power Company as a public utility subject to the jurisdiction of and regulation by this Commission, and has requested said public utility to provide Customer with electric service at the point located as stated in the Application in this matter.

The Customer further states the need of and has demanded service at said location for the reasons that are set forth in the Application herein. The Customer waives Notice of Opportunity for Hearing and Notice of Hearing upon said Application, or a hearing thereon, and requests the Commission to issue an Order and Certificate of Public Convenience and Necessity authorizing this requested and needed service, and that provision be made therein authorizing the extension of immediate service.

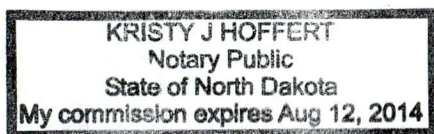
II.

All of the allegations of the Application herein are admitted as true and correct.

Wherefore, the undersigned, being the Customer involved herein, prays for the entry of an Order and Certificate of Public Convenience and Necessity by the Commission, authorizing the Applicant to extend the requested and needed service to this Customer at said location, subject to such appropriate and proper conditions to be appended to and made a part of such Order and Certificate as the Commission may determine, said Order and Certificate to become final as may be set forth in the conditions appended thereto; and for such other and further relief as may be proper in the premises.

Witnesses:

Cordon M. Schmidt



Jim Kirkeide (Customer)
Kristy Hoffert
Notary Public, Worcester County

North Dakota. My commission expires 8-12-14

(NOTARIAL SEAL)

**Public Service Commission
State of North Dakota**

Otter Tail Power Company)
Fergus Falls, Minnesota)
Customer's Name _____)
Customer's location by _____)
Nearest city _____)
Public Convenience and Necessity)

**Application For
Permanent Authority**

Otter Tail Power Company, for its Application to the Public Service Commission of North Dakota, respectfully alleges:

I.

The full name of the applicant is Otter Tail Power Company, and the post office address of its principal office is Fergus Falls, Minnesota. Applicant is a public utility corporation, subject to the jurisdiction of, and regulation by, the Public Service Commission of North Dakota, under Title 49, NDCC, as amended. Applicant's Articles of Incorporation, as well as its Annual Report, are on file with the Commission, having been filed in Case No. PU-08-292, and are incorporated herein by reference, and the Commission is requested to take official notice of the same.

II.

This Application is made pursuant to the provisions of Chapter 49-03, NDCC, as amended, and the Rules of Practice and Procedure promulgated by the Commission.

III.

Applicant has been requested by Jim Kirkeide
(hereinafter referred to as the Customer), to provide electric service to it at a point located in
SE 1/4 In Section 8, Township 147 N, Range 69 W,
Cathay Township, Wells County, North Dakota, as shown on the attached
map, marked Exhibit "A" and made a part hereof by reference. The mailing address of the customer is
4520 12th St NE, Fessenden ND 58438. The customer will need electric service on the 15th
day of October, 20 13.
Service at: 1:00 pm.

IV.

The service required by the Customer at said location is Single phase service, and the length of the extension will be approximately 200 feet, as shown by Exhibit "A". The location of the proposed service is within the economic service area of Applicant, and service will be extended under the provisions of the rates, rules and regulations applicable to Applicant as approved by the Commission. It is Applicant's public utility obligation to furnish the requested service, and the public convenience and necessity require, and will be subserved by, Applicant furnishing the requested electric service to this Customer at said location.

V.

Submitted with this Application, is an Appearance herein by the Customer, in which the Customer states to the Commission that it desires electric service from Applicant as a public utility subject to the jurisdiction of, and regulation by, this Commission. In said Appearance, the Customer also waives Notice of Opportunity for Hearing and Notice of Hearing upon this Application, and requests the Commission to issue an Order and Certificate of Public Convenience and Necessity authorizing this requested and needed service.

VI.

The extension ☐ will ☒ will not cross any railway tracks.

Wherefore, Applicant prays for the entry of an Order and Certificate of Public Convenience and Necessity authorizing Applicant to extend the requested and needed service to the Customer.

Otter Tail Power Company

By

Its

State of _____)

) SS

County of _____)

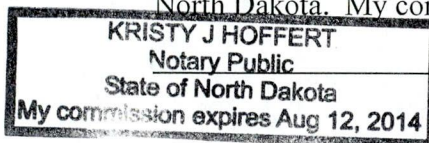
_____, being duly sworn, on oath says she is an _____ of Otter Tail Power Company, and the person who executed the foregoing Application on behalf of Otter Tail Power Company, and is authorized to verify this Application on behalf of the Company; that she has read the foregoing Application and knows the contents thereof, and the same is true of her own knowledge, except as to matters therein stated on information and belief, and as to those matters, she believes them to be true.

Subscribed and sworn to before me this 17 day of Sept, 20 13.

Kristy Hoffer

Notary Public, Pierce County,

North Dakota. My commission expires 8-12-14.



(Notary Seal)

ADMISSION OF SERVICE

Personal service of the foregoing Application by true and correct copy thereof is hereby admitted this 17 day of September, 20 13.

Jim Klein

(Customer)

ELECTRIC SERVICE AGREEMENT

☐ Overhead
☒ Underground

Work Order No. _____
Electric Rate Schedule No. ____
Rate Code No. _____

THIS AGREEMENT is made by and between Jim Kirkeide
_____ of Fessenden ND (the "Customer") and Otter Tail Power Company (the "Company"), a
Minnesota corporation.

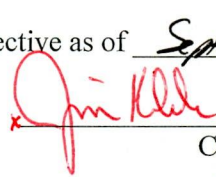
In consideration of the mutual promises contained below, the parties agree as follows:

1. The Customer agrees to purchase and receive from the Company electric energy in accordance with the terms of this Agreement and all terms and conditions and Rules and Regulations (the "Terms") established by the Company and filed in its tariff with the North Dakota Public Service Commission. These Terms shall include but not be limited to Customer's payment for electrical energy in accordance with the Company's rate schedule as filed with and approved by the North Dakota Public Service Commission, or such superseding rate(s) as may be filed in the future.
2. The Customer represents that it has provided accurate information to the Company and the Customer is eligible to receive electric service pursuant to the Electric Rate Schedule and Rate Code identified above. The Customer shall receive service at SE ¼ of Section 8, T-147N, R-69W County of Wells, State of ND.
3. The Company shall supply to the Customer 1 phase electric service, at 120/240 nominal volts, having a specific demand classification of N/A or an estimated demand of N/A, and having an estimated load factor of N/A % (if any of the aforementioned is not applicable, so indicate). If applicable, the Company shall charge for and Customer shall pay any additional costs associated with Special Facilities as identified in Section 5.02 of the Rules and Regulations. The total cost of Special Facilities identified is \$ N/A.
4. The following service Riders apply to Customer's service at this location: The Customer at this location is subject to all mandatory riders in effect at the time of the execution of this agreement, any riders approved by the Commission after the execution of this agreement, and any voluntary riders that the customer chooses to participate in during the entire term of the agreement.
5. Customer agrees that the Company shall not be liable for any losses, damages, or expenses (including but not limited to injury to persons, including death, or property damages) incurred by any persons for any delay, interruption, curtailment, suspension, disturbance or variability in its provision of electric service (including, but not limited to, any occurrence of voltage fluctuations or power surges) due to acts of God, or to any other cause whatsoever except the Company's own gross negligence or willful misconduct. The Company will not be liable for incidental or consequential damages, including, but not limited to, loss of profits resulting from the use of service or any delay, interruption, curtailment, suspension, disturbance or variability of electric service. The Company shall have the right to suspend temporarily the delivery of electric power hereunder for the purpose of making repairs or improvements of its system.
6. This agreement shall go into effect on the date of signing and shall continue in effect for a period of twenty (20) years and thereafter shall remain in effect from year to year unless terminated by either party by notice given at least sixty (60) days in advance of termination.
7. If applicable, in order to provide an adequate and proper net return on the additional investment to be made by the Company in providing service to Customer, it is agreed that the Customer will make minimum payments of \$ N/A (A customer that is not billed on a calendar year basis, shall make minimum payments for the months of June, July, August and September) per month for electric service received by the Customer at the service location, for a minimum period of thirty six (36) months. If the Customer elects to discontinue service prior to the

end of the thirty six (36) month period, or if the Customer is disconnected for any reason, the Customer agrees to pay the difference between the cumulative total paid for electric service prior to the date of discontinuation and the Minimum Total Payment, which is the Company's total investment of \$ _N/A_. The Customer agrees to make an advance payment in the amount of \$N/A prior to installation of service. This advance payment shall be retained by the Company and will be returned with interest to the Customer upon completion of the minimum thirty six (36) month period, provided that Customer has made the Minimum Total Payment as required. If the Customer does not make the Minimum Total Payment, the Company shall apply the advance payment (if any) against any balance due on the Minimum Total Payment, and Customer shall be required to pay to the Company the unpaid balance of the Minimum Total Payment.

8. The rights and obligations of this agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties execute this Agreement effective as of September 17, 2015.



Customer

OTTER TAIL POWER COMPANY

By: 

TWP.

01 02 03 ~~04~~ 05 06 07 08 09 10

A

B

C

D

E

F

G

12TH ST NE

48TH AVE NE

49TH AVE NE

50TH AVE SE

51ST AVE SE

11TH ST

ROCKY•RUN

CREEK

EXHIBIT "A"

CATHAY TOWNSHIP

T-147-N : R-69-W

WALLS COUNTY, ND

10TH ST NE

TIME :
Pump \rightarrow X

3-266R
41 CLKV

CATHAY RURAL
NO. 7789
1-75KVA
41.6KV 7.2KV

3-266R
41.6KV

PAT
FARM

7.2KV

18

17:

16

15

N-34-2?

GERMANTOWN

TWP.

01 02 03 04 05 06 07 08 09 10

A

B

C

D

E

F

G

12TH ST NE

48TH AVE NE

49TH AVE NE

50TH AVE SE

51ST AVE SE

25
KENNETH
CLARK

100
MIKE
MELBY

3-266R
41.6KV

25
U

7.2KV

500 LINE RR

ROCKY RUN

CREEK

CATHAY TOWNSHIP

T-147-N: R-69-W

WALLS COUNTY, ND

11TH ST

EXHIBIT "A"

TIME
PUMP → X

10TH ST NE

3-266R
41.6KV

CATHAY RURAL
NO. 7789
1-75KVA
41.6KV 7.2KV

3-266R
41.6KV

PAT
FAR

7.2KV

18

17

16

15

N-34-23

SOUTH COTTONWOOD